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(FM N) - ("CHI")

Debtor: HARRIS TRUST AND SAVINGS BANK Juris: Recorder of Deeds, Cook County, IL 2000-11-22 14:42:04 Cook County Recorder 29.50



SECOND MODIFICATION AGREEMENT

THIS SECOND MCDIFICATION AGREEMENT, dated this 16th ay of November, 2000, but effective as of Augus' 31, 2000, by and between HARRIS TRUST AND SAVINGS BANK (the "Lender"), the owner and holder of the Note hereinafter described, and LaSalle Bank National Association, formerly known as LaSalle National Bank, successor trustee to LaSalle National Trust, N.A., not personally but as Trustee under the provisions of trust agreement dated August 23, 1984 and known as Trust Number 108824, maker of said Note (the "Borrower").

WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the Note dated March 31, 1995, in the original principal amount of \$231,680.00 (the "Note"), Mortgage dated March 31, 1995, and recorded on May 5, 1995, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 95299996, Assignment of Leases and Rents dated March 31, 1995, and recorded on July 17, 1995, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 95453296, and Modification Agreement dated March 31, 2000, and recorded on May 3, 2000 in the Office of the Recorder of Deed of Cook County, Illinois as Document No. 00310293 conveying to HARRIS TRUST AND SAVINGS BANK certain real estate in Cook County, Illinois described as follo vs:

See Schedule I attached hereto and made a part hereof

COMMON ADDRESS: Unit Number 4, 33 W. Jackson Blvd., Chicago, Illinois

- 2. The principal amount outstanding on the Note is \$148,791.52.
- 3. All indebtedness under the Note unless sooner paid shall be paid no later than January 31, 2001 (the "extended maturity date") and the Borrower in consideration of such extension promises and agrees to pay the entire indebtedness secured by said Mortgage or Trust Deed as and when therein provided, as hereby extended, and to pay interest thereon until maturity as hereby extended at the rate provided in said Note.

- 4. If any part of said indebtedness or interest thereon be not paid at the extended maturity date, or if default in the performance or any other covenant of the Borrower shall occur under the Mortgage or Trust Deed, or if any other default shall occur under the Note or Mortgage or Trust Deed, the entire principal sum secured by said Mortgage or Trust Deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of the Note, become and be due and payable, in the same manner as if said extension had not been granted.
- 5. This agreement is supplementary to said Mortgage or Trust Deed. All of the provisions thereof and of the Note, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Trust Deed or Note, shall remain in full force and effect except as herein expressly modified, it being the express intent of the parties that the indebtedness nere ofore described is not discharged but merely extended pursuant to the terms of this agreement. The provisions of this agreement shall inure to the benefit of any holder of said Note and shall bind the heirs, personal representatives and assigns of the Borrower. The Borrower hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws with respect to said real estate. If the Borrower consists of two or more persons, their liability hereunder shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this agreement the day and year first above viritien.

(FOR THE EXCULPATORY PROVISION OF LASALLE BANK NATIONAL ASSOCIATION SEE REVERSE SIDE)

HARRIS TRUST AND SAVINGS BANK

By: Steve Skott

Its Vice President

LASALLE BANK NATIONAL ASSOCIATION, Formerly known as LaSalle National Bank, successor trustee to LaSalle National Trust, N.A., not personally but as Trustee under the provisions of a Trust Agreement dated August 23, 1984 and known as Trust Number 108824

y: Name: Name: A. Carlia

Its: Assistant Vice Fresident

ATTEST:

Name

Deborah Berg

Its: Vice President Asst Secretary

UNOFFICIAL COPY

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Diff Clark's Office

This instrument is executed by LASALLE BANK Northnat Ausociation, not personally but solely as Trustee, as aforecated in its extrate of the power and authority conferred upon and vested in its extribute at the terms, provisions inpurations coverante and configuration to by performed by LASALLE BANK National Association and configuration and exemption and exemption and care the beconstrude accordingly, and no personal flability shall be asserted in the information and careful or the inforceable against LASALLE BANK National Association by received if the ferms, provisions, althurations covenants and or calements contained in this instrument.

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60922567

STATE OF ILLINOIS)
) SS COUNTY OF COOK)
I, ROBERT R. PETRIS, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Steve Skott, Vice President of HARRIS TRUST AND SAVINGS BANK and , Vice President of said Corporation, who are personally known to me to be
Presidents respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.
(SEAL) "OFFICIAL SEAL" Robert R. Petris Notary Public, State of Illinois My Commission Exp. 01/24/2002 My Commission Exp. 01/24/2002
My Commission Expires 1 2 2 002
STATE OF ILLINOIS)
HEREBY CERTIFY THAT Nancy A. Carlin and Deborah Berg, Assard Asst. Secretary Assard Nancy A. Carlin and Deborah Berg, Assard Asst. Secretary Assard Asst. Secretary Assard Asst. Secretary
Bank National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice Presiden and Asst Secretary appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said Trustee, for the uses and jurposes therein set forth; and said Officer did also then and there acknowledge that he as custodian of the corporate seal of said Trustee did affix said corporate seal of said Trustee to said trustrument as his own free and voluntary act, and as the free and voluntary act of said Trustee for the uses and purposes therein set forth.
GIVEN under my hand and notarial scal, this day of, 2000.

This instrument prepared by and after recording mail to: Laure A. Pietro, Harris Trust and Savings Bank, 111 West Monroe Street, 3-E, Chicago, IL 60603

SCHEDULE I

LEGAL DESCRIPTION

UNIT NUMBER 4 IN THE 33 WEST JACKSON CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOT 1 (EXCEPT THAT PART TAKEN ON DEARBORN STREET) IN G.W. SNOW'S SUBDIVISION OF BLOCK 139 OF SCHOOL SECTION ADDITION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JUNE 23, 1983, AS DOCUMENT 26654840, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS (EXCEPTING FROM SAID PARCEL THE PROJECTY AND SPACES COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION SURVEY), IN COOK COUNTY, ILLINOIS AND ALSO A PERMANENT EASEMENT IN AND UPON UNIT 3 OF SAID PREMISES FOR THAT LOCATING, HOUSING AND MAINTAINING THE AIR CONDITIONING UNIT AND EQUIPMENT SERVING THE SAID UNIT 4 AND IRS, 1.

Out County Clarks Office FOR ACCESS TO THE SAME FOR CEPAIRS, MAINTENANCE, SERVICING OR REPLACEMENT.

PIN No. 17-16-234-007-1005